

**THIRD AMENDMENT TO THE AGREEMENT FOR ROOF AND
ENVELOPE ASSESSMENT AND DESIGN SERVICES FOR EIGHT CITY
OF DURHAM FACILITIES**

This CONTRACT amendment ("Amendment No. 3") is made, dated and entered into as of the _____ day of _____, 2012, between the City of Durham ("City" or "Owner") and Conley Group, Inc. ("Architect") a professional corporation organized and existing under the laws of the State of Texas and authorized to do business in the State of North Carolina, hereinafter collectively referred to as "the Parties."

BACKGROUND

(a) The City and the Architect entered into a contract titled "Professional Services Agreement for Roof and Envelope Assessment and Design Services for Eight City of Durham Facilities," dated January 10, 2011. That contract is referred to as the "Original Contract." The Original Contract provides for a total compensation of \$75,900.00, including \$62,900 for Basic Services and an additional \$13,000 in allowances.

(b) By an instrument titled "First Amendment to the Agreement for Roof and Envelope Assessment and Design Services for Eight City of Durham Facilities" dated April 19, 2011 ("Amendment No. 1"), the Original Contract was amended by expanding the scope of work to include design, bidding and construction administration phase services for roof replacement and envelope repairs at the City of Durham Fire Station 1 and Public Works Operations Center, as set forth in Section 2.4 Construction Documents Phase, Section 2.5 Bidding or Negotiation Phase, and Section 2.6 Construction Phase of the original contract. The increased scope of services resulted in an increase in the amount due under the contract by \$29,140.00 for a new contract sum of \$105,040.

(c) By an instrument titled "Second Amendment to the Agreement for Roof and Envelope Assessment and Design Services for Eight City of Durham Facilities" dated March 2, 2012 ("Amendment No. 2"), the Original Contract was amended by expanding the scope of work to include design, bidding and construction administration phase services for roof replacement and envelope repairs at the Durham Armory and Durham Fleet Maintenance Facility as set forth in Section 2.4 Construction Documents Phase, Section 2.5 Bidding or Negotiation Phase, and Section 2.6 Construction Phase of the original contract. Amendment No. 2 also included roof and envelope assessments of the City of Durham Fire Station 3, Fire Station 8, and the structural assessment of the 213 Broadway Police Facility. The increased scope of services resulted in an increase in the amount due under the contract by \$63,780.00 for a new contract sum of \$168,820. The Original Contract is hereby further amended as follows:

1. The Architect shall perform as Additional Basic Services all work necessary for design, bidding and construction administration for roof replacement and envelope repairs at the Durham Parks and Recreation Main Building, General Services Building, Fire Station 11, Fire Station 3 and Fire Station 8, as set forth in Section 2.4 Construction Documents Phase, Section 2.5 Bidding or Negotiation Phase, and Section 2.6 Construction Phase of the original contract.

2. Further, the Architect shall perform as Additional Basic Services all work necessary for the roof and envelope assessment of the City of Durham Fire Station 13, Fire Station 4, Fire Station 14, Fire Station 6, Fire Station 16, Fire Station 5, Fire Station 12, the Fire Administration Building, and the envelope/structural assessment of Police Headquarters. The attached Exhibit H

*Third Amendment to the Agreement for Roof and Envelope Assessment and Design Services
for Eight City of Durham Facilities*

outlines the scope of work and payment schedule for all additional work set forth in this Amendment 3.

3. Subparagraph 11.2.1 is further amended by adding the following to the end of the section: Compensation under this Amendment 3 is increased by **\$165,000.00**, for a new total contract sum of \$333,820.00.

4. In Subparagraph 11.2.2, for fees related to Amendment 3, add to the end of the subparagraph, "See table in Exhibit H – Amendment 3 Fee Schedule and Scope of Work."

5. In Subparagraph 12.7.1 add the following to the list of attached Exhibits, "Exhibit H – Amendment 3 Fee Schedule and Scope of Work."

6. Except as otherwise changed or altered by this Contract Amendment No. 3, the terms and conditions of the Original Contract, as amended, shall remain in effect and are incorporated herein.

PREAUDIT CERTIFICATE:

ATTEST:

CITY OF DURHAM

CONLEY GROUP, INC.

By: _____
Title of officer: _____

(Affix corporate seal.)

[The following officers may sign for the corporation: chairperson; president; chief executive officer; vice-president; assistant vice-president; treasurer; or chief financial officer.]

*Third Amendment to the Agreement for Roof and Envelope Assessment and Design Services
for Eight City of Durham Facilities*

State of _____

ACKNOWLEDGMENT BY

Conley Group, Inc.

County of _____

I, a notary public in and for the aforesaid county and state, certify that

_____ personally appeared before
me this day and stated that he or she is (~~strike through the inapplicable:~~) chairperson/ president/
chief executive officer/ vice-president/ assistant vice-president/ treasurer/ chief financial officer
of CONLEY GROUP, INC, a corporation, and that by authority duly given and as the act of the
corporation, he or she signed the foregoing contract or agreement with the City of Durham and
the corporate seal was affixed thereto. This the _____ day of _____, 2012.

My commission expires:

Notary Public